

TOWN OF DAVIE

TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Mark Kutney, AICP, Development Services Director/(954) 797-1101
Prepared by: Ingrid Allen, Planner II

SUBJECT: Grant of Easement, Regency Plat
C. William Laystrom – petitioner for Warren Henry Automobile, Inc.
Generally located east of I-75 just south of Griffin Road.

AFFECTED DISTRICT: District 4

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO APPROVE A GRANT OF EASEMENT FOR THE REGENCY PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES AND THE TOWN SEAL TO SAID EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: The Warren Henry site plan was approved on December 17, 2003. As part of the Developer's agreement, the Town received title to Chelsea Community Park which is adjacent to the Warren Henry site. Article 2 of the Developer's Agreement states that a utility easement and lift station located at the rear of the park property shall only be accessible through the park. In order to comply with the Developer's Agreement, a grant of easement is requested in order to access water and sewer for the Warren Henry property.

PREVIOUS ACTIONS: None

CONCURRENCES: None

FISCAL IMPACT: None

RECOMMENDATION(S): Staff finds the subject application complete and suitable for transmittal to Town Council for further consideration.

Attachment(s): Resolution, Sketch and Description of Easement, Grant of Easement, Justification Letter, Future Land Use Map, Zoning and Aerial Map

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR AND TOWN ADMINISTRATOR TO APPROVE A GRANT OF EASEMENT FOR THE REGENCY PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES AND THE TOWN SEAL TO SAID EASEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Regency Plat was recorded on January 7, 1985. Town of Davie Ordinance 86-14, approved February 1986, annexed the PUD into the Town of Davie and kept Broward County Ordinance 80-76 in effect; and

WHEREAS, the Delegation Request, DG 10-4-02, to change the restrictive note on the Regency Plat was approved on December 4, 2002; and

WHEREAS, the Warren Henry Dealerships at Regency Square site plan was approved by the Town Council on December 17, 2003; and

WHEREAS, a Developer's Agreement was executed by the Town of Davie through the Mayor's signature on December 21, 2004; and

WHEREAS, Warren Henry has previously tendered a deed to the Town of Davie for the Chelsea Park parcel. The deed was delivered to the Town of Davie on December 3, 2004 and is presently being held in escrow by the Town of Davie until the completion of the Chelsea Park; and

WHEREAS, Article 2 of the Developer's Agreement contemplates that as part of the park improvements, a utility easement shall be located at the rear of the park property; and

WHEREAS, the granting of a water and sewer easement to the City of Sunrise to provide water and sewer service to the Warren Henry project will facilitate compliance with the Development Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor or Town Administrator to approve the Grant of Easement, a copy of which is attached hereto as Exhibit "A", delineating a portion of land, for the granting of a water and sewer easement.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.



PASSED AND ADOPTED THIS ____ DAY OF _____, 2006.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS ____ DAY OF _____, 2006.

	SKETCH AND LEGAL DESCRIPTION BY PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778 E-MAIL: surveys@puliceandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870	
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LEGAL DESCRIPTION: WATER EASEMENT-PARCEL 4

A PORTION OF TRACT "B" OF "REGENCY" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 121, PAGE 48 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID TRACT "B"; THENCE SOUTH 85°16'30" WEST ON THE BOUNDARY OF SAID TRACT "B" 126.71 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEAST, THE RADIUS POINT OF WHICH BEARS SOUTH 03°39'35" EAST; THENCE SOUTHWESTERLY ON SAID BOUNDARY AND ON THE ARC OF SAID CURVE, WITH A RADIUS OF 1,086.50 FEET AND A CENTRAL ANGLE OF 84°08'40" AN ARC DISTANCE OF 1,595.63 FEET; THENCE SOUTH 02°26'04" WEST ON SAID BOUNDARY 24.81 FEET; THENCE SOUTH 64°42'19" EAST 25.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 64°42'19" EAST 15.63 FEET; THENCE SOUTH 08°57'04" WEST 7.65 FEET; THENCE SOUTH 08°23'04" WEST 31.13 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEAST, THE RADIUS POINT OF WHICH BEARS NORTH 74°47'02" EAST; THENCE SOUTHEASTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 04°58'42" AN ARC DISTANCE OF 47.35 FEET; THENCE SOUTH 72°16'06" WEST 15.01 FEET TO A POINT ON THE ARC OF A CONCENTRIC CURVE, CONCAVE NORTHEAST, THE RADIUS POINT OF WHICH BEARS NORTH 89°12'18" EAST; THENCE NORTHWESTERLY ON THE ARC OF SAID CURVE, WITH A RADIUS OF 560.00 FEET AND A CENTRAL ANGLE OF 05°14'06" AN ARC DISTANCE OF 51.17 FEET; THENCE NORTH 08°23'04" EAST 34.32 FEET; THENCE NORTH 08°57'04" EAST 12.12 FEET TO THE POINT OF BEGINNING.
 CONTAINING 1,378 SQUARE FEET, 0.0316 ACRES.

NOTES:

- 1) BEARINGS ARE BASED ON THE EAST LINE OF TRACT "B" BEING S01°44'27"E.
- 2) THIS IS NOT A SKETCH OF SURVEY AND DOES NOT REPRESENT A FIELD SURVEY.
- 3) THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) Δ DENOTES: CENTRAL ANGLE.

FILE: WARREN HENRY AUTOMOBILES, INC. SCALE: N/A ORDER NO: 49087-5 SHEET 2 OF 2 DATE: 02/27/06 WATER EASEMENT-PARCEL 4 DAVIE, BROWARD COUNTY, FLORIDA FOR: WARREN HENRY AUTOMOBILES, INC.	<p>THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2</p> 
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PREPARED BY:

Kimberly A. Register, City Attorney
City of Sunrise
10770 West Oakland Park Boulevard
Sunrise, Florida 33351

UTILITY EASEMENT

THIS UTILITY EASEMENT is made and executed this ____ day of ____, 2006, by Warren Henry Automobiles, Inc., a Florida corporation, whose mailing address is 20800 N.W. 2nd Avenue, U.S. Highway 441, Miami, Florida, 33169 (hereinafter referred to as the "Grantor") to the City of Sunrise, a Florida municipal corporation, whose mailing address is 10770 West Oakland Park Boulevard, Sunrise, Florida 33351 (hereinafter referred to as the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors and assigns of corporations, partnerships (including joint ventures), public bodies and quasi-public bodies.)

WITNESSETH:

WHEREAS, Grantor is lawfully seized in fee simple and is in possession of that certain property situated in Broward County, Florida, as more particularly described on Exhibit "A", which is attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land").

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

1. Grantor does hereby grant unto the Grantee, a perpetual utility easement in, on, over, under, through, and across the Easement Land, with the full and free right of ingress and egress for the purposes of the construction, installation, reconstruction, rebuilding, replacement, repairing, operation, distribution, and maintenance of lift stations, force mains, water lines, gravity sewers, storm drainage systems, natural gas lines, LP gas lines and tanks, messages or communication, and all appurtenances relative to these facilities or systems.

2. Grantee shall have the right and privilege from time to time to alter, improve, enlarge, add to, change the nature or physical characteristics or replace, remove or relocate such facilities or systems in, upon, over, under, through, and across the Easement Land along with all rights and privileges necessary or convenient for the full benefit and the use thereof for purposes described in this instrument, including, but not limited to, the right to clear obstructions within the Easement area that might interfere with the purposes for which such facilities or systems which is or might be constructed, along with the right of ingress and egress for personnel and equipment of Grantee, its contractors, agents, successors or assigns, over the adjoining lands of the Grantor, its successors and assigns, including successors in title, for the purpose of maintaining the above facilities and systems which are located in the Easement area.

3. The Easement granted shall be binding upon the Grantor and its successors and assigns. This Easement shall not be released or amended in any manner without the written consent of all entities having facilities or systems located within the Easement Land, and which consent must be evidenced by an instrument executed with the same formalities as this document. The provisions of Chapter 15 of the City Code of Grantee, as amended from time to time, are incorporated in this Easement.

4. Grantor warrants that Grantor has good and indefeasible fee simple title to and possession of the Easement Land and that it has good and lawful right to grant this Easement, and that the Grantee, its successors and assigns shall have all of the rights to the Easement Land as stated herein.

5. All provisions of this Easement, including the benefits and burdens, run with the land and are binding upon and inure to the heirs, assigns, successors, tenants and personal representatives of the parties hereto.

6. Grantor warrants that to the best of Grantor's knowledge and belief, the Easement Land is free and clear of soil and ground water contamination. For and in consideration of ten dollars (\$10) receipt of which is acknowledged, Grantor shall indemnify and hold Grantee harmless for all claims and damages resulting from any such contamination.

(The remainder of this page has been intentionally left blank)

ACKNOWLEDGEMENT FOR CORPORATION

IN WITNESS WHEREOF, the Grantor has caused this Utility Easement to be executed in its name, and its corporate seal is to be hereunto affixed, by its proper officers or representatives hereunto duly authorized, as of the day and year first above written.

GRANTOR:

Warren Henry Automobiles, Inc., a Florida corporation

WITNESSES:

Print Name: _____

By: _____
Warren Zinn, President

Print Name: _____

Attest: _____
Corporate Secretary

(CORPORATE SEAL)

On _____ (date), Warren Zinn, whose title is President, and who is authorized to sign the foregoing on behalf of Warren Henry Automobiles, Inc., personally appeared before me and executed this instrument and:

_____ is personally known to me or
_____ produced _____ as identification;

and who

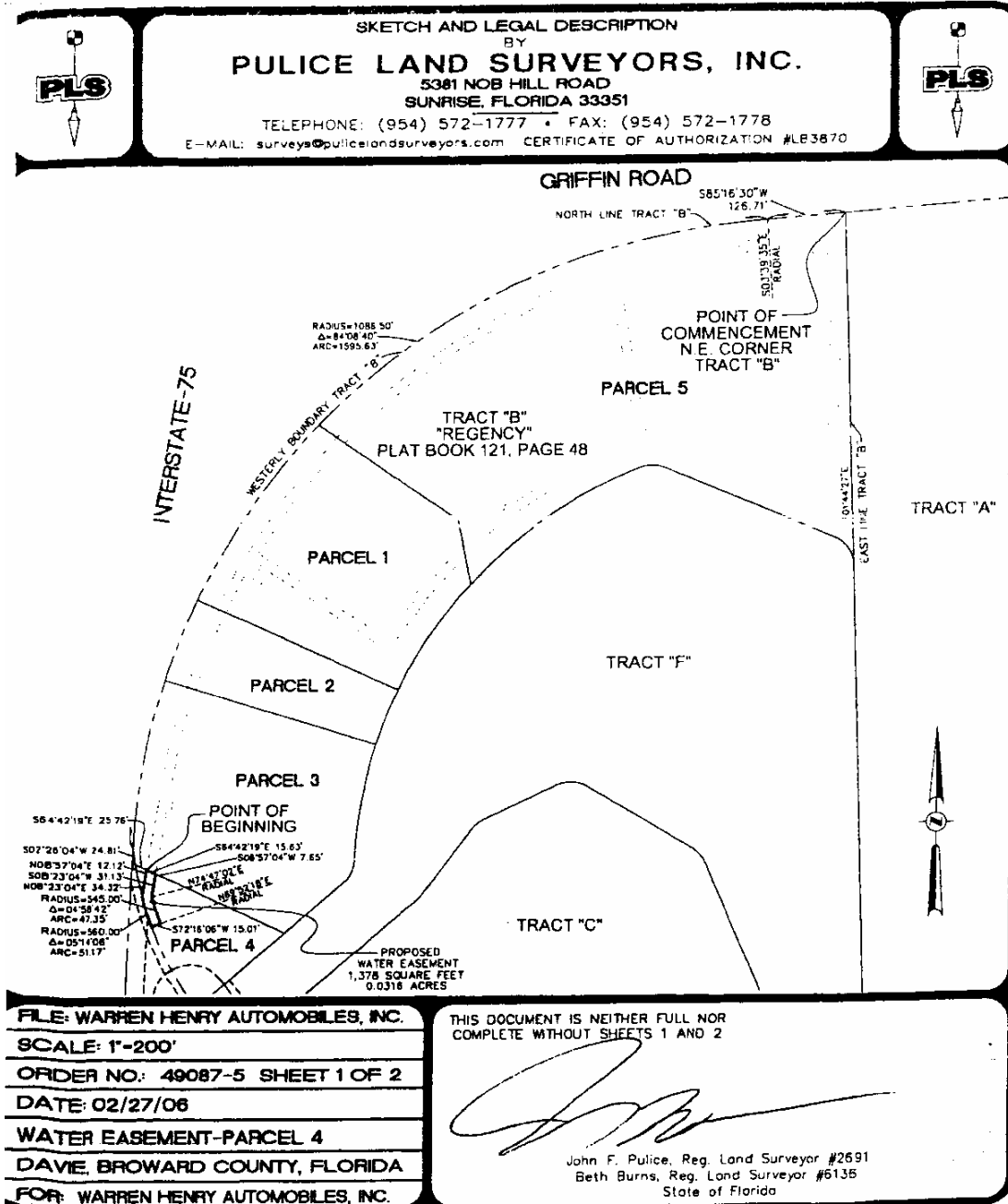
_____ did take an oath or
_____ did not take an oath.

Notary Public
Print Name: _____

My Commission Expires:

EXHIBIT "A"

EASEMENT LAND



	<p>SKETCH AND LEGAL DESCRIPTION BY PULICE LAND SURVEYORS, INC. 5381 NOB HILL ROAD SUNRISE, FLORIDA 33351 TELEPHONE: (954) 572-1777 • FAX: (954) 572-1778 E-MAIL: surveys@puliceandsurveyors.com CERTIFICATE OF AUTHORIZATION #LB3870</p>	
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FILE: WARREN HENRY AUTOMOBILES, INC.
SCALE: N/A
ORDER NO.: 49087-5 SHEET 2 OF 2
DATE: 02/27/06
WATER EASEMENT-PARCEL 4
DAVIE, BROWARD COUNTY, FLORIDA
FOR: WARREN HENRY AUTOMOBILES, INC.

THIS DOCUMENT IS NEITHER FULL NOR COMPLETE WITHOUT SHEETS 1 AND 2



LAW OFFICES
DOUMAR, ALLSWORTH, CROSS, LAYSTROM,
VOIGT, WACHS, MAC IVER & ADAIR, LLP

JOHN H. ADAIR, III, P.A.
EMERSON ALLSWORTH, P.A.
E. SCOTT ALLSWORTH, P.A.
MARK E. ALLSWORTH, P.A.
J. GARY BROWN, JR.
WILLIAM S. CROSS, P.A.**

* ALSO ADMITTED IN PENNSYLVANIA
* ALSO ADMITTED IN MICHIGAN
** CERTIFIED CIRCUIT CIVIL AND FAMILY MEDIATOR

1177 SOUTHEAST THIRD AVENUE
FORT LAUDERDALE, FLORIDA 33316-1100

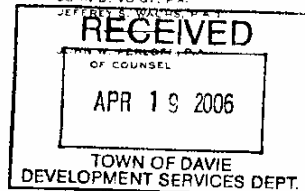
BROWARD (954) 762-3400

MIAMI (305) 945-3172

TELEFAX (954) 525-3423

WEBSITE: DACLLAW.COM

RAYMOND A. DOUMAR, P.A.*
C. WILLIAM LAYSTROM, JR., P.A.
STUART J. MAC IVER, P.A.
JOHN D. VOIGT, P.A.
JEFFREY S. WACHS, P.A.



April 17, 2006

Ken Cohen, Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

Re: Warren Henry - Chelsea Community Park

Dear Ken,

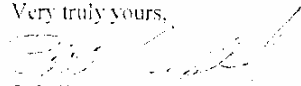
Please allow this letter to supplement my letter of April 6, 2006 to the Town Attorney requesting the Town of Davie's consent to Warren Henry Automobile, Inc.'s ("Warren Henry") proposed grant of a water and sewer easement to the City of Sunrise. As indicated in my letter to the Town Attorney, this request is being made as a follow-up to the Developer's Agreement between the Town of Davie, Chelsea at Ivanhoe Homeowners Association, Inc. and Warren Henry. Warren Henry has previously tendered a deed to the Town for the Chelsea Park parcel. The deed was delivered to the Town on December 3, 2004 and is presently being held in escrow by the Town until the completion of the Chelsea Park.

Article 2 of the approved Developer's Agreement contemplates that as part of the park improvements, a utility easement shall be located at the rear of the park property as delineated within Exhibit "F" of the Agreement. Accordingly, in order to facilitate its compliance with the Development Agreement, Warren Henry would appreciate your assistance in consenting to Warren Henry granting a water and sewer easement to the City of Sunrise to provide water and sewer service to the Warren Henry project.

Attached, please find for your review, a copy of Article 2 of the Developer's Agreement which was executed by the Town of Davie through the Mayor's signature on the 21st of December, 2004. Additionally, please find a copy of the utility easement that the City of Sunrise is requesting that Warren Henry execute. This utility easement has been revised in accordance with the Town Attorney's request to reflect Warren Henry as the grantor since Warren Henry remains the owner of the park parcel until the Town accepts the park.

If you have any questions regarding this request or require any further information, please feel free to contact my office. Thank you in advance for your assistance in this matter.

Very truly yours,



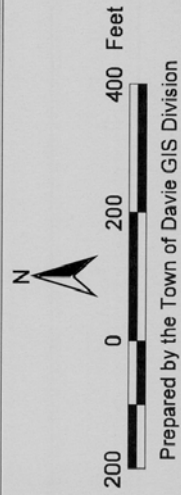
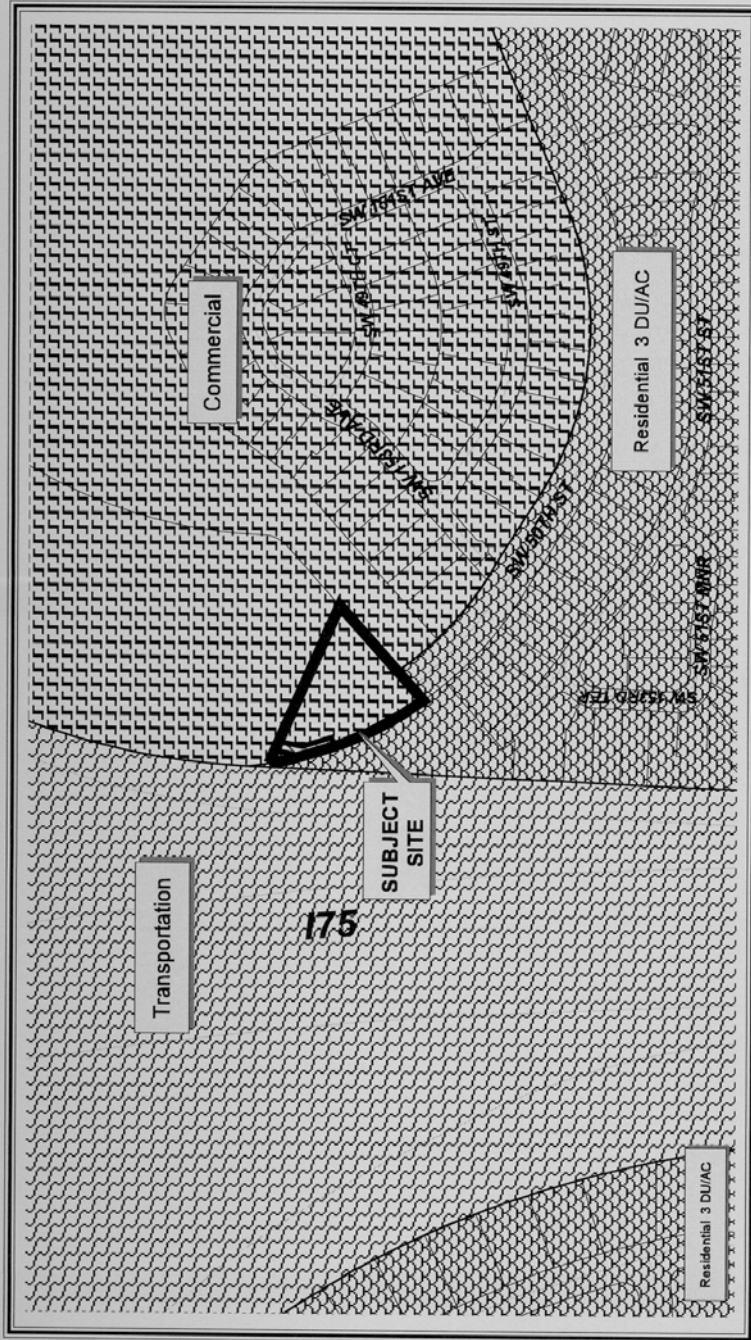
C. WILLIAM LAYSTROM
For the Firm

cc: Monroe D. Kiar, Town Attorney
Mark Kutney, Director of Development Services

way to a public, non-motorized Town greenway/passive park. This Town Resolution shall be recorded, at Developer's expense, in the public records of Broward County, Florida. The portion of Palomino Drive that will be modified and closed to vehicular traffic is specifically delineated and attached hereto as Exhibit "C". The asphalt portion of the multipurpose trail shall be converted, at Developer's expense, into a lushly landscaped, and irrigated multipurpose trail with exercise activity centers and paver trails, as shown substantially on the plan described in Exhibit "D", which may require minor modifications following the Town's review. The multipurpose trail and exercise activity centers shall be maintained by Town. This multipurpose trail shall continue to dead end and will not provide any means of access into the Regency Plaza.

2. CHELSEA COMMUNITY PARK

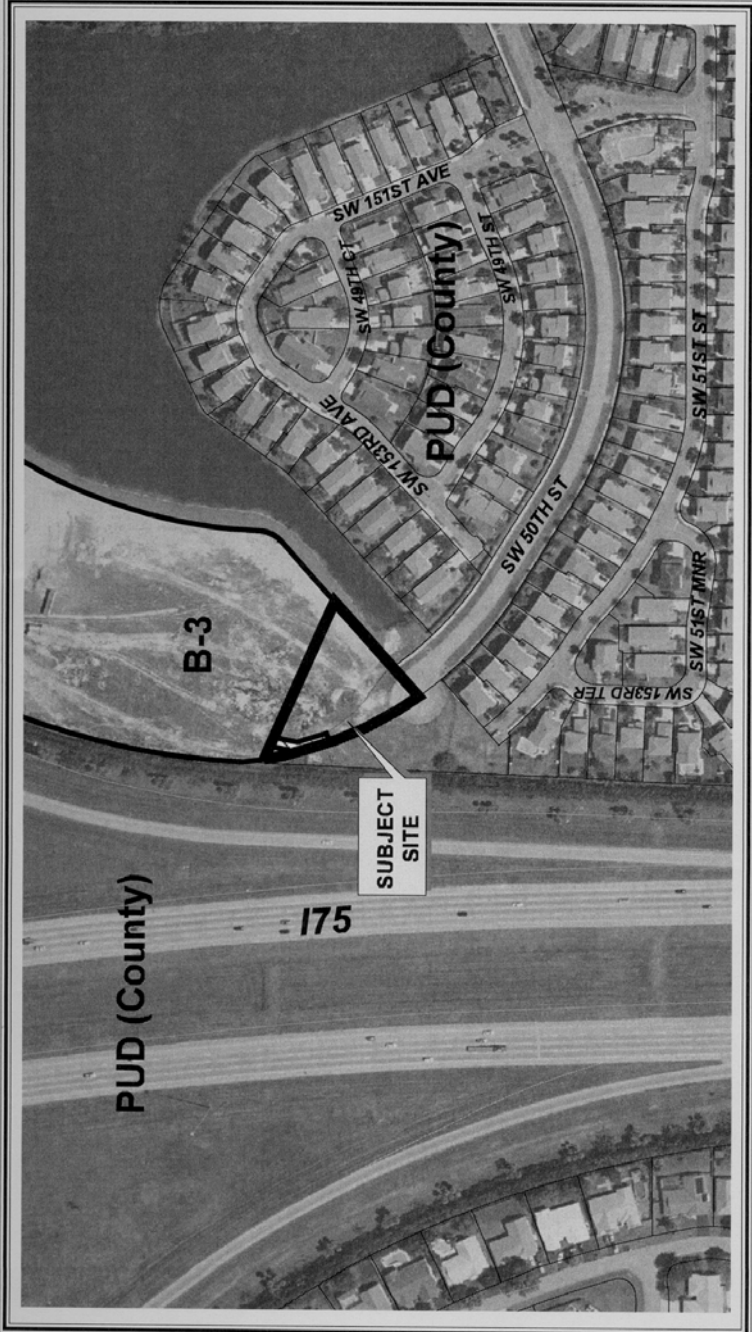
Prior to the issuance of a building permit, the Town, at Developer's expense, shall receive title to and shall maintain the approximately 2.5 acre parcel as described in composite Exhibit "E", to be deed restricted and utilized as a Town neighborhood park. Developer shall pay for the costs associated with recording the instruments of conveyance. Developer's building permit shall be released as security for this action upon the Developer tendering to the Town a warranty deed or special warranty deed transferring title to the property described in Exhibit E-2 to the Town. The park shall be improved by Developer with improvements, including, but not limited to, landscaping, irrigation, basketball court, playground equipment, and park equipment, at Developer's expense, as delineated in Exhibit "F". The park shall be gated as shown in Exhibit "F" and shall only be accessible via the multipurpose trail gate and pedestrian access with a single lockable gate from Developer's Property and two lockable gates from Chelsea. The park shall have locked gates that shall be secured by the Town at dusk and opened during daylight hours. During normal business hours, the utility easement and lift station located at the rear of the park property, and delineated in Exhibit "F", shall only be accessible through the park. Such paved access path to the lift station shall be constructed by Developer at Developer's expense. During emergencies or during non-business hours the utility easement and lift station may be accessed, if necessary, from Chelsea's property. The park and all of its improvements shall be completed prior to the issuance of a temporary or final certificate of occupancy for any of the structures on the Property.



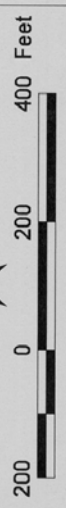
GRANT OF EASEMENT Future Land Use Map

Prepared By: ID
Date Prepared: 5/3/06





Date Flown:
12/31/04



Prepared by the Town of Davie GIS Division



GRANT OF EASEMENT Zoning and Aerial Map

Prepared By: ID
Date Prepared: 5/3/06